



STATE OF ARKANSAS

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Term Contract

Vendor No. 100002160
Contact Rick Phillips
Your reference ST-00-1183

OKLAHOMA POLICE SUPPLY
D/B/A CRUISER TECH
5308 E ADMIRAL PLACE
TULSA OK 74115

Contract No. 4600000142
Date 07/01/2001

Contact Mindy A. Robinson
Telephone 501-371-6055
Fax 501-324-9311

Our ref. ST
Incoterms FOB
DESTINATION

Send Invoice To:

As specified by Agency Purchase Order.

Ship To:

OKLAHOMA POLICE SUPPLY
D/B/A CRUISER TECH
5308 E ADMIRAL PLACE
TULSA OK 74115

Valid from: 07/01/2005
Valid to: 06/30/2006

Fifth Contract Extension 7/1/05-6/30/06

CONTRACT NUMBER: ST-00-1183

COMMODITY: AMMUNITION
CONTACT TYPE: TERM

CONTACT PERIOD: JULY 1, 2004 THROUGH JUNE 30, 2005

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

GENERAL TERMS AND CONDITIONS

PURPOSE AND INTENT:

It is the intent of this request for quotation is to solicit and obtain competitive bids as a basis for establishing a contract with the State of Arkansas under which the Arkansas Law Enforcement Academy, the Department of Correction, the Arkansas State Police, the Department of Parks & Tourism, the Forestry Department, the Highway Police, Community Punishment and other State agencies with police powers may purchase ammunition.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

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Purchasing Official/Fiscal Officer

Date



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TYPE OF CONTRACT:

Contract will be for a period of one (1) year from the date of award.
Bid price must be firm for the contract period stated above.

Any contract awarded from the offering of these specifications will be subject to annual extensions for a period of up to six additional years. Any extension must be mutually agreed upon by the Office of State Procurement and the contractor. The Office of State Procurement will notify the contractor before expiration of the contract if an extension is requested.

FREIGHT FOB REQUESTING STATE AGENCY:

All quotations shall be F.O.B. Destination. The term F.O.B. shall mean delivered unloaded onto the receiving dock of the agency listed, with all charges for transportation and unloading prepaid by the Contractor and included in the bid price.

F.O.B. Points:

AR Law Enforcement Academy	Ark. Dept. of Parks Tourism
Hussy Road	Lake Catherine State Park
East Camden, AR. 71701	1200 Lake Cath. Pk. Rd.
	Hot Springs, AR 71913

AR State Police	Secretary of State (Capitol Police)
Central Supply Room-211	Attn: Purchasing
#3 Natural Resources Dr.	State Capitol, Room 010
Little Rock, AR. 72205	Little Rock, AR 72201

Department of Community Punishment, Tower Bldg., Suite 1400, 323 Center Street, Little Rock, AR. 72201.

AR Dept. of Correction- 15 different points in approximately 150 miles radius within the State. Purchase order will give exact location.

Arkansas Highway Police, Attn: Colleen Vines, Arkansas Highway Dept., 10324 I-30, Little Rock, AR 72209

5 Colleges: Black River Technical College - Pocahontas, AR 72455-0304; Henderson State University - Arkadelphia, AR 71999-6001; Arkansas State University - Jonesboro, AR 72467-1860; University of AR at Little Rock - Little Rock, AR 72206; University of Arkansas - Fayetteville, AR 72701

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DELIVERY:

Orders shall be placed in the form of individual purchase orders issued from ordering agency. The bidder is asked to state the maximum number of consecutive calendar days for delivery after receipt of Purchase Order. Failure to state delivery time obligates vendor to complete delivery by agencies requested date of thirty (30) days after receipt of Order. The Office of State Procurement has the right to accept an alternate delivery date if reasons appear valid and if funds are available after the delivery date stated.

Delivery 30 days after receipt of purchase order.

AMMUNITION: On all ammunition, each round must carry manufacturer's head stamp.

INDIVIDUAL CONTACT PERSONS AT AGENCIES:

Ralph Vance, Dept. of Parks & Tourism, #1 Capitol Mall, 4A-900, Little Rock, AR. 72201, 501-844-4176/682-7639

Fred Starnes, Arkansas Law Enforcement Academy, P.O. Box 3106 East Camden, AR. 71701, 501-574-1810.

Teresa Funderburg, Arkansas Dept. of Correction, P.O. Box 8707, Pine Bluff, AR. 71611, 501-247-1800.

Donna Parker, Arkansas State Police, #3 Natural Resources Dr., Little Rock, AR. 72215, 501-221-8225.

Rick Smith, Department of Community Punishment, Tower Bldg., Suite 1400, 323 Center Street, Little Rock, AR 72201, 501-682-9510.

Colleen Vines, Arkansas Highway Police, Arkansas Highway Department, 10324 I-30, Little Rock, AR 72209, 501-569-2687.

Secretary of State (Capitol Police)	Arkansas State University
Attn: Rebecca Rains	Attn: Carol Barnhill
State Capitol, Room 010	2714 Pawnee Street
Little Rock, AR 72201	State University, AR 72467-1860

Black River Technical College	University of AR at Little Rock
Attn: Georgia Morgan	Attn: Purchasing Department
Highway 304 East	2801 South University
Pocahontas, AR 72455-0304	Little Rock, AR 72206

Henderson State University	University of Arkansas
Attn: Tim Smith	Attn: Darrell Wagoner
1100 Henderson Street	321 Administration Building
Arkadelphia, AR 71999-0001	Fayetteville, AR 72701

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PRICES:

The prices quoted will be the "Net Delivered Prices". Prices are to be firm for the term of the contract period.

QUANTITIES:

Quantities listed are estimated and do not represent a firm commitment to purchase. The State reserves the right to order in any quantity unless otherwise specified by the bidder.

POLITICAL SUBDIVISIONS:

Bidder should indicate willingness to extend pricing to county and city law enforcement agencies. This is not mandatory, but acceptance may substantially increase usage & sales on this contract.

☒ Yes, I will extend pricing to political sub-divisions.

☐ No, I do not wish to extend pricing to political sub-divisions.

NOTE: A minimum order quantity i.e.... 3 cases or 1,000 rounds depending on the type of ammunition, may be used when extending to the political sub-divisions.

Item	Material/Description	Target Qty	UM	Unit Price	Amount
0010	10100060 AMMUNITION, .357MAGNUM, 125 GRAIN, HP, 25/BX .357 magnum, 125 grain brass-jacketed hollow point, 25/box, Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-G5357MA	320	BOX	50.75 per /10	\$ 1,624.00
0020	10100061 AMMUNITION, .357SIG, 125 GRAIN, HP, BONDED .357 sig, 125 grain brass-jacketed hollow point, bonded, jacket and lead core must be bonded, 25/box, Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-G5B357MA	4,000	BOX	5.00	\$ 20,000.00
0030	10100062 AMMUNITION, .357SIG, 125GRAIN, 50/BOX .357 sig, 125 grain full metal jacket, 50/box, Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-L35751	2,000	BOX	6.55	\$ 13,100.00

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
Valid from: 06/23/2001 To: 06/30/2004					
	Gross Price	7.20	USD	1 BOX	
Valid from: 07/01/2004 To: 06/30/2005					
	Gross Price	6.55	USD	1 BOX	
Valid from: 07/01/2005 To: 12/31/9999					
	Gross Price	7.20	USD	1 BOX	
0040	10100063 AMMUNITION,.38SPECIAL,130GRAIN,TC,50/BOX .38 caliber Special, 130 grain, Truncated Cone, metal case, 50/box, (training ammo) Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-L38511	6,980	BOX	5.20	\$ 36,296.00
0050	10100064 AMMUNITION,.38SPECIAL,125GRAIN,HP,25/BOX .38 caliber Special, 125 grain, brass-jacketed hollow point (+P), 25/box, Federal, Remington, Winchester, or equal BRAND & BID: REMINGTON-GS385B	1,220	BOX	51.25 per /10	\$ 6,252.50
0060	10100065 AMMUNITION,.38SPECIAL,BLANKS,50/BOX .38 caliber Special, blanks, 50/box BRAND & # BID: REMINGTON-38BLNK	90	BOX	9.90	\$ 891.00
0070	10100066 AMMUNITION,.9MM LUGER,115GRAIN,TC,50/BX .9MM Luger, 115 grain, Truncated Cone, metal case, 50/box, (Training ammo) Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-R9MM3	10,370	BOX	5.00	\$ 51,850.00
Valid from: 06/23/2001 To: 06/30/2004					
	Gross Price	5.15	USD	1 BOX	
Valid from: 07/01/2004 To: 06/30/2005					
	Gross Price	5.00	USD	1 BOX	
Valid from: 07/01/2005 To: 12/31/9999					
	Gross Price	5.15	USD	1 BOX	

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
0080	10100067 AMMUNITION,.9MM LUGER,124GRAIN,HP,25/BX .9MM Luger, 124 grain, Brass-jacketed hollow point, 25/box, Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-GS9MMB	280	BOX	59.75 per /10	\$ 1,673.00
0090	10100068 AMMUNITION,.9MM LUGER,124GRN,+P HP,25/BX .9MM Luger, 124 grain, Plus P jacketed hollow point, 25/box, Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-GS9MMD Valid from: 06/23/2001 To: 06/30/2004 Gross Price 5.45 USD 1 BOX Valid from: 07/01/2004 To: 06/30/2005 Gross Price 4.55 USD 1 BOX Valid from: 07/01/2005 To: 12/31/9999 Gross Price 5.45 USD 1 BOX	2,000	BOX	4.55	\$ 9,100.00
0100	10100069 AMMUNITION,.9MM LUGER,125GR,+P HP,BONDED .9MM Luger, 124 grain, Plus P jacketed hollow point, bonded, jacket and lead core must be bonded, 25/box, Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-GSB9MMD	4,000	BOX	5.85	\$ 23,400.00
0110	10100070 AMMUNITION,.9MM LUGER,147GR,HP,BONDED .9MM Luger, 147 grain, brass jacketed hollow point, bonded, jacket and lead core must be bonded, 25/box, Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-GS9MMC	4,000	BOX	5.85	\$ 23,400.00
0120	10100071 AMMUNITION,10MM SEMIAUTO,180GR,TC,50/BOX 10mm Semiautomatic, 180 grain, Truncated Cone, metal case, 50/box, (training ammo) Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-L10MM6	1,040	BOX	8.25	\$ 8,580.00

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
0130	10100072 AMMUNITION,10MM SEMIAUTO,180GR,HP,50/BOX 10mm Semiautomatic, 180 grain jacketed hollow point, 50/box, Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-L10MM6	20	BOX	8.25	\$ 165.00
0140	10100073 AMMUNITION,.40S&W,165GRAIN,TC,50/BOX .40 S&W caliber, 165 grain, Truncated Cone, metal case, 50/box, (training ammo) Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-L40SW4 Valid from: 06/23/2001 To: 06/30/2004 Gross Price 5.90 USD 1 BOX Valid from: 07/01/2004 To: 06/30/2005 Gross Price 5.75 USD 1 BOX Valid from: 07/01/2005 To: 12/31/9999 Gross Price 5.90 USD 1 BOX	14,310	BOX	5.75	\$ 82,282.50
0150	10100074 AMMUNITION,.40S&W,165GRAIN,HP,25/BOX .40 S&W caliber, 165 grain, brass-jacketed hollow point, 25/box, Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-GS40SWA Valid from: 06/23/2001 To: 06/30/2004 Gross Price 50.50 USD 10 BOX Valid from: 07/01/2004 To: 06/30/2005 Gross Price 4.42 USD 1 BOX Valid from: 07/01/2005 To: 12/31/9999 Gross Price 50.50 USD 10 BOX	2,580	BOX	4.42 per /10	\$ 11,403.60
0160	10100075 AMMUNITION,.40S&W,180GR,HP,BONDED,25/BOX .40 S&W caliber, 180 grain, brass-jacketed hollow point, bonded, jacket and lead core must be bonded, 25/box, Federal, Remington, Winchester, or equal	4,000	BOX	51.75 per /10	\$ 20,700.00

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
BRAND & # BID: REMINGTON-GSB40SWB					
0170	10100076 AMMUNITION,.45AUTO,230GRAIN,TC,50/BOX .45 caliber auto, 230 grain, Truncated Cone, metal case, 50/box, (training ammo) Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-R45AP4 Valid from: 06/23/2001 To: 06/30/2004 Gross Price 7.55 USD 1 BOX Valid from: 07/01/2004 To: 06/30/2005 Gross Price 7.05 USD 1 BOX Valid from: 07/01/2005 To: 12/31/9999 Gross Price 7.55 USD 1 BOX	6,900	BOX	7.05	\$ 48,645.00
0180	10100077 AMMUNITION,.45AUTO,230GRAIN,HP,50/BOX .45 caliber auto, 230 grain, brass-jacketed hollow point, 50/box, Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-GS45APB Valid from: 06/23/2001 To: 06/30/2004 Gross Price 50.50 USD 10 BOX Valid from: 07/01/2004 To: 06/30/2005 Gross Price 4.60 USD 1 BOX Valid from: 07/01/2005 To: 12/31/9999 Gross Price 50.50 USD 10 BOX	4,080	BOX	4.60 per /10	\$ 18,768.00
0190	10100078 AMMUNITION,.45AUTO,185GRAIN,+P HP,25/BOX .45 caliber auto, 185 grain, Plus P, brass-jacketed hollow point, 25/box, Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-GS45APC Valid from: 06/23/2001 To: 06/30/2004 Gross Price 50.50 USD 10 BOX Valid from: 07/01/2004 To: 06/30/2005	1,000	BOX	4.60 per /10	\$ 4,600.00

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
	Gross Price	4.60 USD	1 BOX		
	Valid from: 07/01/2005 To: 12/31/9999				
	Gross Price	50.50 USD	10 BOX		
0200	10100079 AMMUNITION,.45AUTO,230GR,HP,BONDED,25/BX .45 caliber auto, 230 grain, brass-jacketed hollow point, bonded, jacket and lead core must be bonded, 25/box, Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-GSB45APB	4,000	BOX	55.25 per /10	\$ 22,100.00
0210	10100080 AMMUNITION,.223/5.56,55GRAIN,FM,50/BOX .223/5.56 caliber, 55 grain, full metal jacket, 20/box, Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-R223R3	6,700	BOX	2.78	\$ 18,626.00
	Valid from: 06/23/2001 To: 06/30/2004				
	Gross Price	2.98 USD	1 BOX		
	Valid from: 07/01/2004 To: 06/30/2005				
	Gross Price	2.78 USD	1 BOX		
	Valid from: 07/01/2005 To: 12/31/9999				
	Gross Price	2.98 USD	1 BOX		
0220	10100081 AMMUNITION,.223/5.56,62GRAIN,HP,20/BOX .223/5.56 caliber, 62 grain, hollow point match, 20/box, Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-R223R6	2,500	BOX	7.25	\$ 18,125.00
	Valid from: 06/23/2001 To: 06/30/2004				
	Gross Price	7.42 USD	1 BOX		
	Valid from: 07/01/2004 To: 06/30/2005				
	Gross Price	7.25 USD	1 BOX		
	Valid from: 07/01/2005 To: 12/31/9999				
	Gross Price	7.42 USD	1 BOX		

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
0230	10100082 AMMUNITION,.25 .06,100GRAIN,20/BOX .25 .06 caliber, 100 grain, 20/box, Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-R25062	150	BOX	8.02	\$ 1,203.00
0240	10100083 AMMUNITION,.308,150GRAIN,SP,20/BOX .308 caliber, 150 grain, 20/box, soft point, Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-R308W1	500	BOX	8.50	\$ 4,250.00
0250	10100084 AMMUNITION,.308,168GRAIN,HP,20/BOX .308 caliber, 168 grain, 20/box, hollow point match, Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-R308W7	2,500	BOX	9.02	\$ 22,550.00
0260	10100085 AMMUNITION,SKEET,#9,12GAUGE,HL,PH,25/BOX skeet loads, #9, 12 gauge, heavy loads, in plastic hulls, 25/box, Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-ST512H9	8,000	BOX	37.75 per /10	\$ 30,200.00
0270	10100087 AMMUNITION,BUCKSHOT,12G,16P,#1BUCK,2-3/4 Buckshot loads, 12 gauge, 16 pellet type #1 buck, 2-3/4" in plastic hulls, 5/box, Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-12B1	400	BOX	15.25 per /10	\$ 610.00
0280	10100088 AMMUNITION,BUCKSHOT,12G,9P,00BUCK,2-3/4" buckshot loads, 12 gauge, 9 pellet type 00 buck, 2-3/4" in plastic hulls, 5/box, Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-12B00	9,400	BOX	1.12	\$ 10,528.00
0290	10100089 AMMUNITION,BUCKSHOT,12G,RR9P,2-3/4" buckshot loads, 12 gauge, reduced recoil 9 pellet type, 2-	3,000	BOX	58.50 per /10	\$ 17,550.00

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	3/4" in plastic, 25/box, Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-RR12BK00				
0300	10100090 AMMUNITION, BUCKSHOT, 12G, RR8P, 2-3/4" buckshot loads, 12 gauge, reduced recoil 8 pellet type, 2- 3/4" in plastic, 25/box, Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-RR12BK8	3,000	BOX	58.50 per /10	\$ 17,550.00
0310	10100091 AMMUNITION, SLUGS, 12G, 1OZ HP, 2-3/4", 5/BOX rifled slugs, 12 gauge, 1 oz. hollow point, 2-3/4" in plastic hulls, boxed 5/box, Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-SP12RS	7,250	BOX	1.12	\$ 8,120.00
0320	10100092 AMMUNITION, SLUGS, 12G, 1OZ FOSTER, 25/BOX rifled slugs, 12 gauge, 1 oz. Foster style slug, boxed 25/box, Federal, Remington, Winchester, or equal BRAND & # BID: REMINGTON-RR12RS	1,000	BOX	5.60	\$ 5,600.00

As Specified within Contract.

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. DISCOUNTS: All cash discounts offered will be taken if earned.
4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design,

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workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.

7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.

8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11. STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13. VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14. INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15. STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

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16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.